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17CV04334

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR LANE COUNTY

EUGENE CIVIC ALLIANCE, an Oregon
nonprofit corporation;

Plaintiff,

v.

CONTINENTAL DIVIDE INSURANCE
COMPANY, a Colorado corporation;

Defendant.

Case No.

COMPLAINT

(Breach of Insurance Contract)

Claim Amount: \$326,622.16

Fee Statute: ORS 742.061(1)

NOT SUBJECT TO MANDATORY
ARBITRATION

Plaintiff alleges:

(Breach of Contract)

1.

Plaintiff Eugene Civic Alliance (“ECA”), an Oregon corporation, is a registered Domestic Nonprofit Corporation that was established to acquire real property and improve upon and operate a community sports and entertainment venue on the Civic Stadium property.

2.

Defendant Continental Divide Insurance Company (“Continental”), a Colorado corporation, is an NAIC-registered insurance company authorized to do business in Oregon.

3.

The Civic Stadium property is located in Lane County at 2077 Willamette Street, Eugene, OR 97405 (“Civic Stadium”) and at all material times was owned by ECA.

Page 1 - COMPLAINT

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ATTORNEYS
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EXHIBIT A
PAGE 1 OF 3

1 4.

2 Prior to June 2015, the Civic Stadium property was the site of an historic athletic stadium.

3 5.

4 On or about April 27, 2015, ECA and Continental entered into an insurance agreement (the
5 "Policy") which provided property loss insurance for the Civic Stadium property and the historic
6 athletic stadium, in exchange for payment from ECA.

7 6.

8 ECA made all payments, complied with all notice provisions and otherwise has satisfied
9 all conditions precedent described in the Policy.

10 7.

11 At all material times, the basic terms of the Policy were as follows:

- 12 (a) The period of coverage was from April 27, 2015 to April 27, 2016.
13 (b) The policy covered multiple forms of loss, including loss due to fire.
14 (c) The limit of insurance was \$3,000,000.00.

15 8.

16 On or about June 29, 2015, the historic athletic stadium on the Civic Stadium property
17 burned and was completely destroyed, resulting in a loss.

18 9.

19 The burning of the historic athletic stadium was a loss covered by the Policy.

20 10.

21 The value of the historic athletic stadium was greater than \$3,000,000.00.

22 11.

23 Under the terms of the Policy, ECA is entitled to payment of the Policy limit of
24 \$3,000,000.00.

25 /////

26 /////

Page 2 - COMPLAINT

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EXHIBIT A
PAGE 2 OF 3

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12.

Despite ECA’s request, Continental has paid only \$2,673,377.84, and refused to make further payment.

13.

Defendant breached the insurance agreement by refusing to pay the full policy amount.

14.

As a foreseeable consequence of Defendant’s breach, ECA was damaged in the amount of \$326,622.16 plus pre-judgment interest at the rate of 9% per annum from September 9, 2015, to the date of judgment.

15.

ECA is entitled to an award of its attorneys’ fees pursuant to ORS 742.061(1).

WHEREFORE Plaintiff prays for judgment in its favor as follows:

1. On Plaintiff’s First Claim for Relief, judgment against Defendant Continental Divide Insurance Company:

- (a) for damages in the amount of \$326,622.16, plus
- (b) pre-judgment interest at the rate of 9% per annum from September 9, 2015, to the date of judgment, and
- (c) Plaintiff’s reasonable attorneys’ fees under ORS 742.061(1).

DATED: January 31, 2017.

HERSHNER HUNTER, LLP

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